

-IN REPLY  
REFER TO

AMENDMENT NUMBER 08  
TO  
SOLICITATION OF BIDS  
FOR  
DLA-GERMANIUM-001

Effective 15 December 1998, the above referenced solicitation for the sale of germanium is hereby amended as follows:

1. **SECTION B – Evaluation of Bids (JUN 95)**, paragraph **b.** is hereby deleted in its entirety.
2. **SECTION I - SUBMITTALS**, attachment **I.2** is deleted in its entirety and replaced with the attached **I.2**. The new bid page corrects an administrative error and stated the solicitation number as DLA-GERMANIUM-001.
3. All bidders shall acknowledge receipt of this amendment by signing below and returning a copy **along with any bid submitted** under DLA-GERMANIUM-001. Failure to acknowledge this amendment may render the bid non-responsive.
4. Except as provided herein, all other terms and conditions of DLA-GERMANIUM-001, shall remain unchanged and in full force and effect.

NAME OF FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

BY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**DLA-GERMANIUM-003**

# SOLICITATION OF OFFERS FOR NEGOTIATED GERMANIUM



*Defense National Stockpile Center  
8725 John J. Kingman Road  
Fort Belvoir, VA 22060-6223*

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## **SCHEDULE**

### **SECTION A - SOLICITATION**

#### **A.1 Introduction (JAN 97)**

a. The Defense Logistics Agency (DLA), Defense National Stockpile Center (DNSC) is soliciting offers for the negotiated sale of approximately 2,500 kilograms (kg) of Germanium. Multiple contracts may be awarded with a maximum removal period of 60 days. Offers will be accepted on May 7, 1999. Offers must be received at the address cited in B.2.b. of this solicitation by 1:00 p.m. local time, Ft. Belvoir, VA. In the event that DNSC is closed at that time, offers will be received at 1:00 p.m. on the next DNSC business day.

b. Delivery is F.O.B. carrier's conveyance. The Government will assist with out loading. (See Section F.1.c.)

#### **A.2 Description (JAN 95)**

a. The material is located at the storage location specified in J.1 Storage Location.

b. Government records indicate that the germanium conforms to the data in Section A.2.c. and d, and Sections I.2 and J.2. However, **no warranty or guarantee** is made that the material conforms or that it will be suitable for any particular purpose.

c. The material offered for sale is located at Hammond Depot, Hammond, IN. The material is zone refined polycrystalline intrinsic Germanium Metal, "N-Type" over the entire length of the ingot as measured by ASTM F-42. The material is 50 OHM at 20, or 40 OHM at 25 degrees Celsius, as measured by ASTM-43. The material was produced by: Metaleurop at the Lagelsheim Plant, West Germany; Moyelles-Godualt Plant, France; Eagle-Picher Quapaw, OK; or, Metallurgie Hoboken Overpelt-Belgium.

d. Each box contains approximately 16-17 kg. The material is offered in the form of trapezoidal ingots, packaged in heat sealed plastic bags with cushioning material and packed in wooden boxes. Each box consists of four (4) ingots if of French origin; nine (9) ingots if of West German origin; four (4) ingots if of Belgium origin; and five (5) or six (6) ingots if of Domestic origin. Each ingot is permanently marked in the middle of the top surface with the chemical symbol "Ge," the ingot serial number, and the name of the producer. The Germanium metal meets the requirements of National Defense Stockpile Purchase Specification P-114-R, Intrinsic Germanium Metal, dated December 9, 1986, found in J.2.

e. The unit of measure for all offers submitted shall be per kilogram. The Government will ship to the nearest whole box. Boxes will not be split.

## **SECTION B - PRICE**

### **B.1 Submittals (JAN 95)**

Offerors shall submit **all** of the following documents, which are contained in Section I along with the offer:

a. Section **I.1 “Sale of Government Property Negotiated Sales Contract (Jul 97)”** with the Section entitled “Execution by Contractor” completed;

b. Section **I.2 Item Offer Page – DLA-Germanium-003** with the: (1) unit price per kilogram, (2) quantity offered, (3) total offer, (4) company name, (5) signature, (6) name, (7) title and date blocks completed.

c. Representations, Certifications and Identifications at Sections **I.3** through **I.10**.

### **B.2 General Information (JAN 95)**

a. Facsimile offers shall be accepted in accordance with Section **B.5**.

b. Offers and modifications submitted by mail or hand delivered shall be placed in a sealed envelope and addressed to:

ATTN: DNSC-L – Bid Custodian  
Defense National Stockpile Center  
8725 John J. Kingman Road  
Suite 4616 (Mail) or Suite 4528 (Hand Delivered)  
Ft. Belvoir, VA 22060-6223

Place the name and address of the offeror in the upper left corner and the following information in the lower left corner on the face of the envelope:

SOLICITATION OF OFFERS  
DLA-GERMANIUM-003

c. The Offeror agrees, if its offer is accepted by the Government within **ten (10) working days** from the date specified in the solicitation for receipt of offers, to purchase any or all material on which offers are made at the price offered and to take delivery of the material within the removal period specified in the executed Sale of Government Property Negotiated Sales Contract.

d. Unless a designation of agent is on file at DNSC, an Offeror submitting an offer as agent for another party shall submit written proof, either prior to or with the offer, that it is authorized to act as an agent and shall tender the offer in the name of the principal.

### **B.3 Minimum/Maximum Quantities (JAN 95)**

a. The minimum offer quantity shall be 250 Kilograms (kg).

b. The maximum offer quantity shall be 2,500 Kilograms (kg).

**B.4 Late Submissions, Modifications, and Withdrawals of Offers (MAR 98)**

**a.** Any offer received at the office designated in the Solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and

(1) It was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) It was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation;

(3) It was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of offers. The term "working days" excludes weekends and U.S. Federal holidays; or

(4) It was transmitted through an electronic commerce method authorized by the solicitation and was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(5) There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, and the Contracting Officer determines that accepting the late offer would not unduly delay the sale; or

(6) It is the only offer received.

**b.** Notwithstanding paragraph a. of this provision, the only acceptable evidence to establish the time of receipt of a facsimile bid transmitted to a number other than that listed in Section B.5 is the time/date stamp manually recorded by Government personnel, other documentary evidence maintained by the installation, or oral testimony or statements of Government personnel. In no event will the time/date annotated by a facsimile machine located at a number other than that listed in Section B.5 be acceptable evidence to establish the timeliness of a bid.

**c.** Any modification of an offer, including a modification resulting from the Contracting Officer's request for "best and final" offer, is subject to the same conditions as in subparagraphs a.(1) through a.(5) of this provision.

**d.** The only acceptable evidence to establish the date of mailing of a late offer or modification sent either by U.S. Postal Service registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date and the offer or modification shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, Offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

**e.** Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

**f.** The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service - Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph **c.** of this provision, excluding postmarks of the Canadian Postal Service. Therefore, Offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

**g.** Notwithstanding paragraph **a.** of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

**h.** Offers may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "**Facsimile Submissions**". Offers may be withdrawn in person by an Offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the offer before award.

**i.** If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office.

## **B.5 Facsimile Submissions (JUL 97)**

Facsimile offers and modifications will be accepted any time prior to the exact time set for receipt of offers. Facsimile withdrawals will be accepted any time before award. Offerors must use the facsimile number: (703) 767-5541.

**a.** Definition: "Facsimile submission," as used in the Solicitation, means an offer, modification of an offer, or withdrawal of an offer that is transmitted to and received by the Government via electronic equipment that communicates and reproduces both printed and handwritten material.

**b.** Offerors may submit facsimile submissions as responses to this Solicitation. These responses must arrive at the place, and by the time, specified in the Solicitation.

**c.** Facsimile submissions that fail to furnish required representations or information, that reject any of the terms, conditions, and provisions of the Solicitation, that contain garbled information, or are otherwise incomplete, may be excluded from consideration.

**d.** Facsimile submissions must contain the required signatures.



e. The Government reserves the right to make award solely on the facsimile submission. However, if requested to do so by the Contracting Officer, the apparently successful Offeror agrees to promptly submit the complete original signed submission.

f. If the Offeror chooses to transmit a facsimile submission, the Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile submission including, but not limited to, the following:

- (1) Receipt of garbled or incomplete submission.
- (2) Availability or condition of the receiving facsimile equipment.
- (3) Incompatibility between the sending and receiving equipment.
- (4) Delay in transmission or receipt of submission.
- (5) Failure of the Offeror to properly identify the submission.
- (6) Illegibility of submission.
- (7) Security of submission data.

#### **B.6 Consideration of Offers (FEB 98)**

- a. The Government reserves the right to --
- (1) Reject any or all offers;
  - (2) Waive any informalities and minor irregularities in an offer
  - (3) Award a quantity less than the quantity offered on at the unit price offered;
  - (4) Accept any one item or group of items in an offer, as may be in the best interest of the Government.
- b. Offerors may submit multiple offers for multiple quantities at various unit prices and may specify a maximum quantity.
- c. The Government may request specific pricing documentation to support the offer submitted. Failure to provide the documentation, if requested, may result in the Offeror being ineligible for award. Pricing data will be treated as proprietary and will not be released by the Government.
- d. "All or none" offers will not be considered.

#### **B.7 Evaluation of Offers (MAR 98)**

a. **General** - Offers will be evaluated on a line item by line item basis. The evaluation factors are listed below in descending order of importance:

- (1) Unit price.
- (2) Payment terms.

(3) Removal schedule.

All evaluation factors other than unit price, when combined, are significantly less important than unit price.

**b.** To be considered, offers must meet the following minimum requirements:

- (1) Submission of the information requested in Section B.1;
- (2) Compliance with B.6.d.
- (3) Submission of a removal schedule which meets or exceeds the provisions of Section E.1.

**c.** Requests for payment terms will be considered only from Offerors with a satisfactory performance and payment record with DNSC and a satisfactory current Dun & Bradstreet Report. The maximum acceptable payment term is net 30 days.

## **B.8 Negotiation Procedures (JUL 97)**

The Government intends to evaluate offers and award a contract after conducting discussions with all Offerors whose offers have been determined to be within the competitive range. However, the Government reserves the right to award without discussions. Accordingly, Offerors are advised to include their best possible terms in their initial offer.

If the Government determines that holding discussions is in its best interest, the following procedure will be utilized:

**a. Competitive Range** – The competitive range shall be determined on the basis of price and other factors that are stated in the solicitation and will include all offers which comply with Section B.7.b. that have a reasonable chance of being selected for award. Offers not included in the competitive range will not be given further consideration.

**b. Negotiations/Discussions** – Only Offerors within the competitive range will be contacted to schedule the day and time for discussions to be conducted. Negotiations will be conducted only with the company official signing Section **I.1 Sale of Government Property Negotiated Sales Contract (JUL 97)** or a specifically authorized individual identified in Section **I.8 Authorized Negotiators (JUN 95)**. The content and extent of the discussions is a matter of the Contracting Officer's judgment, based on the particular facts of the sale and each offeror's initial offer.

**c. Discussion Session** – Only one discussion session per Offeror is intended. In order to facilitate meaningful discussions, Offerors should:

(1) Be prepared to discuss:

- (a) Only those prices and terms included in the initial offer;
- (b) Supporting documentation and justification for the derivation of prices offered;
- (c) Payment terms;
- (d) Removal schedule; and

(2) Arrange to have appropriate support personnel present during discussions, i.e., Purchasing, Marketing, etc.;

**d. Best and Final Offer Requests** - At the conclusion of discussions, all Offerors with which discussions were conducted will be requested to submit a Best and Final Offer (BAFO). Oral requests for best and final offers will be confirmed in writing. Each individual BAFO request will include the following:

- (1) Notice that discussions are concluded;
- (2) Time and date by which BAFOs must be submitted;
- (3) Notice that BAFOs are subject to Section **B.4 Late Submissions, Modifications, and Withdrawals of Offers (MAR 98)**.
- (4) A record of negotiated issues and understandings between the Government and the Offeror (as applicable);
- (5) A list of remaining questions/deficiencies (if any);
- (6) A caution to Offerors to provide supporting documentation for any changes to their prior offers as revised during discussions; and
- (7) Notice that the Government intends to evaluate best and final offers and award a contract without further discussions.

**e. Best and Final Offer Responses** – BAFOs should strictly conform to the best and final offer request. If no response is received to the BAFO request, the initial offer will be considered as the best and final offer. Any changes which are not fully supported by documentation will not be evaluated and will not be considered.

**f. Subsequent Discussions/BAFO Requests** - Generally, only one best and final offer will be requested. After receipt of best and final offers, discussions will not be reopened unless the Government determines it is in its best interest to do so. If discussions are reopened, an additional request for best and final offers will be issued to all Offerors still within the competitive range.

## **B.9 Disclosure of Information (DEC 97)**

Proprietary or confidential information disclosed in offers/discussions/BAFOs will not be disclosed to the public or used by the Government except for evaluation purposes.

## **B.10 Responsibility Determination (JUN 95)**

No award shall be made unless the Contracting Officer makes an affirmative determination of responsibility. To be determined responsible, an Offeror shall, at a minimum, have adequate financial resources, a satisfactory performance record, and a satisfactory record of integrity and ethics. For example, an Offeror may be determined to be non-responsible and therefore ineligible for award if there is a record of poor payment (e.g., checks returned for insufficient funds) or poor performance (e.g., failure to pay for or remove material on time).

## **B.11 Contract Award (JUL 97)**

A written award or acceptance of an offer signed by the Contracting Officer and furnished to a successful Offeror within the time specified for acceptance shall result in a binding contract incorporating all the terms and conditions of this Solicitation unless otherwise stated in the executed Section **I.1 Sale of Government Property Negotiated Sales Contract (JUL 97)**.

**B.12 Unsuccessful Offerors (FEB 98)**

The Contracting Officer will notify unsuccessful Offeror(s) at the earliest practicable time of the basis for non-award.

**SECTION C - INSPECTION****C. Inspection (JAN 97)**

1. Offerors are invited to visually inspect the material to be sold prior to submitting their offers. For information on viewing the germanium, contact the office identified in Section J.1 of the solicitation. **No sampling of the material will be permitted.**

2. Requests for an appointment to visually inspect the material at the **Hammond, IN** depot must be made in writing or by facsimile submission on company letterhead to the Point of Contact identified in **Section J.1 Storage Location**, at least **fifteen (15)** working days prior to the date of the requested inspection. Requests shall include the name and title of each individual wishing to visually inspect the material. Offerors will be notified by telephone of the date the material will be available for inspection. The Government reserves the right to limit the number of individuals granted access to the depot.

3. Offerors, their agents, and employees shall comply at all times with the rules of the storage location.

## **SECTION D - PAYMENT**

### **D.1 Payment (JUL 97)**

- a. Payment shall be made in U.S. dollars.
- b. Payment shall be made by wire transfer, U.S. Postal Service money order, or company or bank check.

- (1) Wire transfer payment shall be made in accordance with instructions in Section J.5. Fees for wire transfers are the responsibility of the contractor. If payment is by wire transfer and the wrong account number is used, shipment of material may be delayed by up to one week or the wire transfer may be returned to the sender.
- (2) All checks must be drawn on a U.S. domestic bank or on the United States branch of an acceptable foreign bank and must be payable in United States currency. **A service charge of \$100.00 will be applied to all returned checks.**

c. Payment shall be made to the **Defense Finance and Accounting Service - Columbus (DFAS-Columbus)**. If check payment is not made payable to DFAS-Columbus, the check may be returned and the \$100.00 fee stated in D.1.b(2) charged. Payment shall be accompanied by identifying information including the contract number, invoice number, and a description of the material purchased. Payments shall be sent to:

ATTN: DNSC-DF, Accounts Receivable  
Defense National Stockpile Center  
8725 John J. Kingman Road  
Suite 4616 (Mail) or Suite 4528 (Hand Delivered)  
Fort Belvoir, VA 22060-6223

d. Invoices issued for material adjustments, for variations in quantity or weight, storage charges, or interest shall be paid promptly.

e. If payment is not made in full within 30 calendar days of issuance of an invoice, the Government will issue a "demand" letter, demanding payment of the outstanding amount. If all monies due are not paid within 30 calendar days after the date of the Government's demand letter, the Contractor will be considered delinquent and any outstanding charges will be reduced by any subsequent payments. No material will be shipped until all delinquent charges are paid. (See Sections **F.1.a.** and **G.10.**)

### **D.2 Payment Due Date (JUL 97)**

a. Unless otherwise specified in the contract, payment shall be made before the shipment of material and before the removal date specified in the executed **Section I.1 Sale of Government Property Negotiated Sales Contract (JUL 97)**. If payment is not received by 11:00 a.m., local time, on the payment due date, payment will not be credited until the next Government business day. Interest and storage charges will accrue accordingly.

**b.** In the event the payment due date falls on a Saturday, Sunday, or holiday, then the payment due date will be extended to the next Government business day.

### **D.3 Interest (JUL 97)**

**a.** All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 611, which is applicable to the period in which the amount becomes due, as provided in paragraph **b.**, below.

**b.** Amounts shall be due at the earliest of the following dates:

(1) The final day of the removal period specified in Section **I.1 Sale of Government Property Negotiated Sales Contract (JUL 97)**; or

(2) The date of the first written demand for payment under the contract.

## **SECTION E - REMOVAL**

### **E.1 Removal of Material (AUG 97)**

- a. The Contractor shall remove the material in accordance with the following schedule:

<u>Quantity Awarded</u>	<u>Removal Period In Calendar Days</u>
1,001 to 2,500 kg	60 Days
250 to 1,000 kg	30 Days

b. If the Contractor fails to pay for and remove the material in accordance with the schedule specified in the contract, the Contractor will be considered delinquent and no material will be shipped until payment has been made.

c. The contract period includes Saturdays, Sundays, and holidays. If the last day of the removal period is a Saturday, Sunday, or holiday or the storage location is otherwise closed that day, the period of contract performance will be extended to the next Government workday.

### **E.2 Storage Charges (JUL 97)**

a. Storage charges shall be assessed on all material not removed in accordance with the removal period. The Government reserves the right to remove any remaining material to a commercial storage facility and be reimbursed by the Contractor for any expenses incurred. Storage charges continue to accrue until all the material has been removed or the contract is terminated for default, in which case the Contractor will be liable for damages, as set forth in Section **G.7 Default (JUL 97)** of the Solicitation.

b. The storage charge is the greater of the following: (1) \$0.003 per kilogram (If a fraction of a kilogram remains, the charge will be for a full kilogram) per 30 day period regardless of whether the material remains in storage for a period of 30 days or less than 30 days; or (2) commercial storage charges, if applicable.

c. Storage charges will be invoiced upon shipment. Payment shall be made promptly.

d. Payment of storage charges shall not relieve the Contractor of its obligation to remove the material in a timely manner. Acceptance of storage payments by the Government is not a waiver of the Government's right to default the Contractor for failure to remove the material. (See Section **G.7.**)



## **SECTION F - SHIPPING**

### **F.1 Request for Shipment (FEB 98)**

a. Delivery is F.O.B. carrier's conveyance. At least five (5) working days prior to the date shipment is required to commence, the Contractor shall furnish to the designated depot commercial bills of lading. Simultaneously, the Contractor shall complete and fax the form in Section **J.4 Shipping Instructions** to the Contracting Officer. The Government will only accept shipping instructions from those individuals designated in Section I.9 as being authorized to release material on behalf of the Contractor. **No material will be shipped until all outstanding delinquent charges and payments have been satisfied.**

b. "Shipping instructions" shall include the following:

- (1) Quantity of material to be shipped.
- (2) Designation of type and kind of conveyance.
- (3) Name of the carrier (please include a telephone number where this contact can be reached).
- (4) "Ship to" location.
- (5) Minimum load per conveyance (optional).
- (6) Desired shipping schedule.
- (7) Name and telephone number of an agent who can furnish additional shipping information, if needed.
- (8) Any additional pertinent information.

The shipping schedule shall allow sufficient time for the Government to reasonably meet such schedule prior to the last day of the contract removal period commensurate with existing loading facilities and other commitments at the Government's storage locations. Information regarding Government commitments may be obtained from Mr. John Olszewski, DNSC-MO-HA, at (219) 937-5383.

c. If outloading is to be accomplished by truck the Government will provide lumber and nails from available depot stock if requested by the Contractor's designee/driver. The Contractor's designee shall perform any necessary procedure(s) to ensure the cargo is safely secured prior to leaving the depot. The Government will **not** block, chock, brace, lash, band, or in any manner secure the cargo on the Contractor's conveyance(s). The designee shall witness the loading. Any expenses over and above those normally incurred by the Government to meet the public carrier's requirements for loading like materials will be at the expense of the Contractor.

d. The Contractor, its agent and employees shall comply with all applicable rules at the storage depot; Federal, state and local load limitations; and all safety, health, and environmental requirements.

e. Requests for shipment shall be for a minimum of one box of material. Shipping instructions and information requested in paragraph b. above shall be furnished to the following address:

Defense National Stockpile Center  
ATTN: DNSC-P/Germanium Contracting Officer  
8725 John J. Kingman Road

Suite 4616 (Mail); Suite 4528 (Hand Delivered)  
Ft Belvoir, VA 22060-6223  
Facsimile Number: (703) 767-5484

f. The Government shall determine the order in which the material is scheduled, coordinated, and outloaded.

## **F.2 Insurance Requirements (APR 95)**

The Contractor shall procure and maintain, and require any subcontractor to procure and maintain, during the entire period of performance under this contract, such insurance as stipulated herein.

a. Workers' compensation and employer's liability. The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. Employer's liability coverage of at least \$100,000 is required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

b. General liability. Bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

c. Automobile liability insurance written on the comprehensive form of policy is required. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

## **F.3 Weighing (JAN 95)**

a. Weight of record shall be used for the Government weight certificate and outbound storage report.

b. Weight certificates shall be prepared by the Government and shall be final for payment purposes.

## **F.4 Weight Discrepancy (JAN 95)**

a. If the Contractor's weights for the material delivered vary from the Government's certified weights by more than one-half of one percent, the Contractor shall give notice of such difference to the Contracting Officer within two working days (exclusive of Saturday, Sunday, and Government holidays) after receipt of the material at destination, requesting that the material be reweighed. In that case, the Contractor shall segregate the shipment in question and hold it intact pending reweighing. The entire shipment shall be reweighed by the Contractor at its expense, in the presence of and in the manner approved by the Government representative, using scales approved by the Government's representative. If the weight varies from the Government's certified weight by greater than one-fourth of one percent, plus or minus, that weight shall govern for payment purposes. If the weight determined by reweighing does not vary from the

Government's certified weight by greater than one-fourth of one percent, plus or minus, the Government's certified weight shall be final for payment purposes.

b. No adjustment shall be considered or made in accordance with the above paragraph unless notice is given by the Contractor to the Contracting Officer within the time specified above and all other requirements of the paragraph are complied with.

#### **F.5 Adjustment for Variation in Quantity or Weight (JAN 95)**

The Government reserves the right to vary the quantity or weight delivered by 2% from the quantity or weight listed in the Solicitation and the Contractor agrees to accept delivery of any quantity or weight within these limits. The contract price will be adjusted upward or downward in accordance with the unit price and on the basis of the quantity or weight actually delivered.

#### **F.6 Assumption of Risk and Disclaimer of Liability (JUL 97)**

The Contractor, its assigns or agents, assumes full responsibility for all injury or damage to persons or property occasioned by or occurring in connection with or incident to any use or possession of this material. The Government assumes no liability for any damages to the property of the Contractor or any other person or property, or for any personal injury, illness, disability or death to the Contractor, Contractor's employees or any other person subject to the Contractor's control, or for any other consequential damages arising from or incident to the purchase, use, loading, processing, disposition, or any subsequent operation performed upon, exposure to or contact with any component, part, constituent or ingredient of this item, material or substance.

#### **F.7 Environmental Protection (JUN 95)**

##### **a. Transportation Requirements**

(1) The transportation of hazardous material is governed by Department of Transportation (DOT) Hazardous Materials Regulations (Title 49 Code of Federal Regulations, Parts 170-189). If the material being transported is covered by DOT Regulations, the Contractor or its agent is responsible for certifying to DOT that hazardous materials are properly classified, described, packaged, marked, and labeled and are in a condition safe to transport based on the Contractor's or its agent's own examination of the material. (See especially 49 CFR 173.7(a)(1).)

(2) The Government reserves the right to conduct reasonable inspection of the Contractor's or its agent's transportation conveyances or other equipment utilized to effect removal of the material purchased under this Solicitation. Inspection may occur prior to, during, or subsequent to removal of the material from Government storage locations. The Contractor or its agent shall provide Government representatives with access and any reasonable assistance required to conduct this inspection.

##### **b. Material Safety Data Sheets**

(1) Offerors are warned that unprotected exposure to hazardous substances, hazardous materials and hazardous chemicals may significantly increase the risk of health problems. The

Contractor shall comply with all applicable Occupational Safety and Health Administration (OSHA) and any other Federal, state or local laws, codes, ordinances, and regulations (including obtaining any required licenses or permits) governing exposure to, and storage, handling, transportation, and disposition of, this material.

(2) Material Safety Data Sheets as required by OSHA Hazard Communication Standard - 29 CFR 1910.1200 are incorporated herein. This data provides specific toxicity and health related data for the protection of human health and the environment. Offerors should review this information carefully. It is the responsibility of the Contractor to further communicate this information to the distributor, manufacturer, user and/or transporter of this material as may be required by Federal regulations.

(3) Offerors shall also refer to 29 CFR 1910 Occupational Safety and Health Standards, specifically sections 1910.1000 through 1050. These occupational standards set standards for permissible exposures, methods of compliance, personal protective equipment, and other measures that must be taken when working with, or in proximity to, hazardous materials, chemicals and substances in the United States and its territories and possessions.

c. Use and Disposition

(1) The Contractor certifies that it shall use and ultimately dispose of any hazardous material purchased under this Solicitation in accordance with all applicable Federal, state, local and international laws and regulations and in a manner safe for the public and the environment.

(2) The material offered under this solicitation is not, in its present form, subject to EPA Hazardous Waste Regulations (40 CFR Part 260, et seq.) issued under the Resource Conservation and Recovery Act. However, it is possible that use of this material will lead to the creation of a hazardous waste. 40 CFR Part 260, et seq., details the responsibilities of generators, transporters, treaters, storers, and disposers of hazardous waste. Failure to comply with these regulations can lead to civil and criminal penalties.

## **SECTION G - CONTRACT ADMINISTRATION DATA**

### **G.1 Amendments and Modifications (JAN 95)**

a. Changes in terms and conditions of this Solicitation shall be accomplished by written amendment only.

b. Changes in terms and conditions of any resulting contract shall be accomplished only by written modification signed by the Contracting Officer.

### **G.2 Title (JAN 98)**

Title to the material shall pass to the Contractor upon execution of the contract; however, removal is subject to the remaining terms and conditions of the solicitation and any resulting contract.

### **G.3 Risk of Loss (JAN 98)**

a. Prior to the date specified for removal, the Government shall be responsible only for the exercise of reasonable care for the protection of the material.

b. After the date specified for removal, or any extension approved in writing by the Contracting Officer, all risk of loss, damage or destruction from any cause whatsoever shall be borne by the Contractor.

### **G.4 Limitation on Government's Liability (JAN 95)**

a. Except as provided in paragraph b., in any case where liability of the Government to the Contractor has been established, the measure of the Government's liability shall not exceed refund of whatever portion of the purchase price the Contractor has paid.

b. Where specifically authorized in writing by the Contracting Officer, the Contractor may recover reasonable costs of packing, loading, and transportation incurred in connection with return of material to the Government.

### **G.5 Protests (FEB 97)**

a. Companies protesting any resultant sale under this solicitation may file a protest 1) with the Contracting Officer (see paragraph d.1), or 2) with the General Accounting Office (see paragraph 3), or 3) pursuant to Executive Order 12979, with the activity for a decision at a level above the Contracting Officer (see paragraph d.2). Protests filed with the activity should be addressed to the Contracting Officer, but should clearly state that they are an "Agency Level Protest under Executive Order 12979." (This process allows for a higher level decision on the initial protest; it is not a review of a Contracting Officer's decision on a protest filed with the contracting officer.) Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the Contracting Officer.

**b. Protests Before Award**

Protests before award may be filed not later than 10 calendar days after the basis of protest is known or should have been known, whichever is earlier. Protests may be filed directly with DNSC only or with the General Accounting Office (GAO).

**c. Protests After Award**

Protests after award shall be filed not later than 10 calendar days after the basis of the protest is known or should have been known, whichever is earlier, with the exception of protests challenging a sale conducted on the basis of competitive proposal; under which a debriefing is requested and, when requested, is required. In such cases, the initial protest shall not be filed before the debriefing date offered to the protester, but shall be filed not later than 10 calendar days after the date on which the debriefing is held and the basis of protest is known or should have been known, whichever is earlier. Protests must be in writing and may be filed directly with DNSC or GAO.

**d. Service of Protest**

1. Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgment of receipt from:

ATTN: DNSC-P – David L. Brown  
Defense National Stockpile Center  
8725 John J. Kingman Road  
Suite 4616 (Mail) or Suite 4528 (Hand Delivered)  
Ft. Belvoir, VA 22060-6223

2. Protests shall be served on the DNSC for a decision at a level above the Contracting Officer by obtaining written and dated acknowledgment of receipt from:

ATTN: DNSC-P -Director, Directorate of Stockpile Contracts  
Defense National Stockpile Center  
8725 John J. Kingman Road  
Suite 4616 (Mail) or Suite 4528 (Hand Delivered)  
Ft. Belvoir, VA 22060-6223

**e. Receipt of Protest**

A copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO at the following address:

U. S. General Counsel  
ATTN: Procurement Law Control Group  
U. S. General Accounting Office  
441 G Street, N. W.  
Washington, D. C. 20548

**G.6 Disputes (JAN 95)**

**a.** This contract is subject to the Contract Disputes Act of 1978 (41 U.S.C. 601-613) (the Act).

**b.** Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

**c.** "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph **d.**(2) below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this paragraph, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

**d.** (1) A claim by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2) For Contractor claims exceeding \$100,000, the Contractor shall submit with the claim a certification that-

(i) The claim is made in good faith;

(ii) Supporting data are accurate and complete to the best of the Contractor's knowledge and belief; and

(iii) The amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable.

(3)(i) If the Contractor is an individual, the certification shall be executed by that individual.

(ii) If the Contractor is not an individual, the certification shall be executed by -

(A) A senior company official in charge at the Contractor's plant or location involved; or

(B) An officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs.

**e.** For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

**f.** The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

**g.** At the time a claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative means of dispute resolution. When using alternative dispute resolution procedures,

any claim, regardless of amount, shall be accompanied by the certificate described in paragraph **d.**(2) of this clause, and executed in accordance with paragraph **d.**(3) of this clause.

**h.** The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

**i.** The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

#### **G.7 Default (JUL 97)**

**a.** (1) The Government may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to -

(i) Make payment and remove the material within the time specified in this contract or any extension;

(ii) Remove the material within the time specified in this contract irrespective of whether or not payment has been made;

(iii) Make progress, so as to endanger performance of this contract; or

(iv) Perform any of the other provisions of this contract.

(2) The Government's right to terminate this contract under (1)(i) through (1)(iv) above, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure. If at any time prior to the expiration of this contract, the Contractor makes it clear either by words, actions or circumstances, that the Contractor is unwilling or unable to perform under this contract, the Government shall not be required to furnish the Contractor notice specifying a failure under this contract, prior to exercising its right to terminate this contract for default and seek damages.

(3) Upon the Contractor's failure to cure such default within that period (or such further period as the Contracting Officer may allow), the Contractor shall lose all right, title and interest which it might otherwise have acquired in and to the material as to which a default has occurred.

**b.** If the Government terminates the contract, the Contractor shall be held liable for damages as described below. However, in no event will damages exceed the original contract price.

**c.** If the Government terminates the contract for default, it may subsequently resell the material for the Contractor's account, under the terms and in the manner the Contracting Officer considers appropriate, and assess the Contractor the difference between the contract price and the price obtained on resale. In no event will the Contractor be refunded any money if the Government obtains a greater price on resale, nor will an accounting of money be made until



resale is complete. In the event that the Government does not succeed in reselling the material within 12 months, the Contractor may be held liable for the full contract price for the quantity of material on which the default has occurred. In order to calculate the Government's damages on contracts where the contract price is determined on a formula-price basis, the Government will establish the contract price for the quantity of material on which the default has occurred as follows: Using the pricing mechanism set forth in the contract, the Government will set the price as though the material had been priced on the last day of the contract removal period on the date of the termination notice, whichever is earlier.

**d.** The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

#### **G.8 Termination for Convenience of the Government (DEC 97)**

**a.** The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If the contract is terminated, the Government shall only be liable for actual costs incurred by the Contractor before the effective date of termination.

**b.** If a bonafide requirement for the material develops or exists prior to removal of the material from Government control, the Government may withdraw that material from the sale. In the event of a withdrawal under this condition, the Government shall be liable only for the refund of the contract price of the withdrawn material or such portion of the contract price as it may have received plus simple interest at the rate established by the Secretary of the Treasury.

#### **G.9 Excusable Delays (MAY 95)**

**a.** In the event either party should be prevented from performing under this contract by reason of any unforeseeable cause beyond its control and without its fault or negligence, including, but not restricted to, acts of God or of the public enemy, sovereign acts of the United States, acts of a foreign Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, performance under the contract shall be suspended in whole or in part until such cause ceases to exist and thereafter the time for fulfillment of the contract shall be extended by the length of time during which such cause prevented performance under the contract.

**b.** This section shall also apply to an excusable delay condition that prevents delivery at a consignee's plant if -

(1) the delay meets the criteria in paragraph **a.** above; and

(2) the identity of the consignee is known to the Government prior to commencement of the excusable delay condition.

**c.** The Contractor shall notify the Contracting Officer, in writing, of the nature and extent of the excusable delay condition promptly after the commencement thereof, but in any event prior to out loading of the material from the storage location from which it is to be shipped. The Contractor shall notify the Contracting Officer, in writing, within ten (10) calendar days when the excusable delay condition ceases to exist.

**G.10 Setoff of Funds (APR 96)**

The Contractor agrees that the Government may use all or a portion of any monies received by the Government to satisfy, in whole or in part, any debt (e.g., delinquent payments, interest or storage charges), arising out of this or any other transaction.

**G.11 Indemnification Agreement (JUN 96)**

The Contractor shall save and hold harmless and indemnify the Government against any and all liabilities, claims, and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property (Government or otherwise) occurring in connection with or in anyway incident to or arising out of the occupancy, use, service, operations, or performance of work in connection with the contract. Whether due to negligence or not of the Contractor, the Contractor agrees to defend any and all claims or suits against the United States, whether well founded or not, in any way whatsoever alleged to have arisen from or been connected with performance of this contract and to reimburse the United States for any legal expenses (including salaries of attorneys) incurred by the United States in defending such suits.

**G.12 Covenant Against Contingent Fees (JAN 95)**

a. The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to add to the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

b. "Bona fide agency," as used in this paragraph, means an established commercial or selling agency, maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

c. "Bona fide employee," as used in this paragraph, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

d. "Contingent fee," as used in this paragraph, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

e. "Improper influence," as used in this paragraph, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

**SECTION H - DEFINITIONS (JUN 95)**

As used throughout this Solicitation, the following terms shall have the meaning set forth below:

1. The term "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.
2. The term "small business concern" for the purpose of this Solicitation, is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is Offering on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR Part 121.
3. The terms "Offeror", "Purchaser", or "Contractor" may be used interchangeably.

**SECTION I - SUBMITTALS**

**COMPLETE AND RETURN THE FOLLOWING WITH YOUR OFFER:**

- I.1 Sale of Government Property Negotiated Sales Contract (JUL 97)**
- I.2 Item Offer Page - Germanium (FEB 98)**
- I.3 Certificate of Independent Price Determination (JUL 97)**
- I.4 Certification Regarding Debarment, Suspension, Proposed Debarment, Environmental Compliance, and other Responsibility Matters (JUL 97)**
- I.5 Type of Business Organization (APR 96)**
- I.6 Small Business Concern Certification (JAN 95)**
- I.7 Clean Air and Water Certification (JUN 95)**
- I.8 Authorized Negotiators (JUN 95)**
- I.9 Persons Authorized to Release Material (JUN 95)**
- I.10 Offeror's Billing Address (JUL 96)**

**I.1 Sale of Government Property Negotiated Sales Contract (JUL 97)**

**I.2 Item Offer Page - Germanium (FEB 98)**

**I.3 Certificate of Independent Price Determination (JUL 97)****a.** The Offeror certifies that:

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

**b.** Each signature on the offer is considered to be a certification by the signatory that the signatory:

(1) Is the person in the Offeror's organization responsible for determining the prices being offered in this bid or offer, and that the signatory has not participated and will not participate in any action contrary to subparagraphs **a.(1)** through **a.(3)** above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs **a.(1)** through **a.(3)**, above

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*(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or offer, and the title of his or her position in the offeror's organization);*

(ii) As an authorized agent, does certify that the principals named in subdivision **b.(2)(i)** above have not participated, and will not participate, in any action contrary to subparagraphs **a.(1)** through **a.(3)** above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs **a.(1)** through **a.(3)** above.

**a.** If the Offeror deletes or modifies subparagraph **a.(2)** above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.**I.4 Certification Regarding Debarment, Suspension, Proposed Debarment, Environmental Compliance and Other Responsibility Matters (JUL 97)****a.** (1) The Offeror certifies, to the best of its knowledge and belief, that -

## (i) The Offeror and/or any of its Principals -

(A) Are (\_\_\_\_) are not (\_\_\_\_) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have (\_\_\_\_) have not (\_\_\_\_), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(C) Are (\_\_\_\_) are not (\_\_\_\_) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision **a. (1)(i)(B)** of this provision.

(D) Are \_\_\_\_ are not \_\_\_\_ presently indicted for or otherwise criminally or civilly charged by a Federal, state or local entity with violation of any environmental laws;

(E) Have \_\_\_\_ have not \_\_\_\_ within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for violation of a Federal, state or local environmental statute or regulation.

(ii) The Offeror has (\_\_\_\_) has not (\_\_\_\_), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) “Principals,” for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(3) If the Offeror answers affirmatively to anything in **a.(1)**, above, the Offeror shall include in its offer an explanation of the circumstances, including the outcome.

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code.

**b.** The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

**c.** A certification that any of the items in paragraph **a.** of this provision exists will not necessarily result in withholding of an award under this Solicitation. However, the certification will be considered in connection with a determination of the Offeror’s responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

**d.** Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph **a.** of this provision. The knowledge and information of a Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.



e. The certification in paragraph a. of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to the other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this Solicitation for default.

### **I.5 Type of Business Organization (APR 96)**

The Offeror represents that

(a) It operates as ☐ a corporation incorporated under the laws of the State of \_\_\_\_\_, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, or ☐ a joint venture.

(b) If the Offeror is a foreign entity, it operates as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation registered for business in \_\_\_\_\_ (country).

(c) If the Offeror is a corporation, it is ☐ independent (not owned or controlled by another company), ☐ owned or controlled by \_\_\_\_\_ corporation company registered for business in \_\_\_\_\_ (state/country).

(d) If the Offeror is owned or controlled by another, state the relationship (e.g., wholly owned subsidiary, etc.):\_\_\_\_\_.

(e) The Offeror agrees to provide additional information relating to the above representations if requested to do so by the Contracting Officer.

### **I.6 Small Business Concern Certification (JAN 95)**

The Offeror represents and certifies as part of its offer that it is \_\_\_\_\_, is not \_\_\_\_\_ a small business concern. (See Section H.2. for the definition of a small business concern.)

### **I.7 Clean Air and Water Certification (JUN 95)**

(a) The Offeror certifies that it is \_\_\_\_ is not \_\_\_\_ listed on the Environmental Protection Agency (EPA) List of Violating Facilities and that it will not knowingly resell this material to any company that is on the EPA List; and

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from EPA indicating that any facility at which the Offeror plans to use material purchased under this solicitation is under consideration to be listed on the EPA List of Violating Facilities.

**I.8 Authorized Negotiators (JUN 95)**

The Offeror represents that the following persons are authorized to negotiate on its behalf:

---

Name

---

Title

---

Telephone

---

Name

---

Title

---

Telephone

**I.9 Persons Authorized to Release Material (JUL 95)**

The Offeror shall provide the Name(s), title(s), signature(s), and telephone number(s) of representative(s) authorized to sign **Section J.4 Shipping Instructions:**

---

Typed Name

---

Title

---

Signature

---

Telephone

---

Typed Name

---

Title

---

Signature

---

Telephone

---

Typed Name

---

Title

---

Signature

---

Telephone

**I.10 Offeror's Billing Address (JUL 96)**

The Offeror shall provide its billing address and billing facsimile number below, if different from the address in Section **I.1 Sale of Government Property Negotiated Sales Contract (Jul 97)**:

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**FACSIMILE:** \_\_\_\_\_

**SECTION J - LIST OF ATTACHMENTS**

- J.1     Storage Location**
- J.2     National Defense Stockpile Purchase Specification**
- J.3     Material Description Sheet**
- J.4     Shipping Instructions**
- J.5     Fedwire Procedures**
- J.6     Material Safety Data Sheet**